

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
EMANUEL GARCIA, *on behalf of himself, FLSA*
Collective Plaintiffs and the Class,

Plaintiffs,

-against-

CHIPOTLE MEXICAN GRILL, INC.,

Defendant.
----- X

Case No. 16-CV-0601

DECLARATION OF
DAVID B. GOTTLIEB

I, DAVID B. GOTTLIEB, declare as follows:

1. I have personal knowledge of the facts described below based upon my own recollection and a review of documents and would competently testify to those facts.

2. I am currently employed by Chipotle Mexican Grill, Inc. ("Chipotle") as its Director, Compliance and Field People Support. I have held this same position since 2013. I was originally hired by Chipotle in April 2010 as the Director, Compliance and Projects. I have general responsibility for ensuring that employees who work in Chipotle's restaurants are hired and paid in full compliance with the law.

3. Chipotle operates fresh Mexican food restaurants serving a focused menu of burritos, tacos, burrito bowls, and salads. Chipotle has more than 2,100 restaurants throughout the United States, with approximately 66 restaurants in New York City, in which approximately 13,600 hourly workers have been employed since December 2010.

4. Based upon a review of payroll and other Chipotle records, I know the dates, locations, and positions associated with Chipotle's employment of Plaintiff Emanuel Garcia. Plaintiff was hired as a Crew Member at Chipotle's restaurant located at 185 Montague Street,

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Brooklyn, NY 11201 on or about December 21, 2011. Plaintiff became a Kitchen Manager on or about May 27, 2013 and a Service Manager on or about October 14, 2013 at 185 Montague Street. Plaintiff also worked as a Service Manager at Chipotle's Court Street, location when he was transferred to that location on or about March 2015. Plaintiff also worked as a Service Manager infrequently at Chipotle's MetroTech Plaza and Upper East Side restaurant location. Plaintiff was terminated on August 19, 2015 for unacceptable work performance.

5. Beginning in August 2014, Chipotle implemented an arbitration program applicable to all new hires, including all new employees in New York City, which requires signatories to arbitrate any employment claims that they have against Chipotle and to do so on an individual basis only. A copy of the English version of Chipotle's Arbitration Agreement is attached hereto as Exhibit A. Chipotle also provides a Spanish version of the Arbitration Agreement to employees during the hiring steps.

6. This version of the Arbitration Agreement was in effect until February 2017. It was replaced at that time by a new version, but the new version did not change the scope of claims subject to arbitration or the prohibition against class and collective litigation in arbitration. Further, the process described below for obtaining consent from signatories to the Arbitration Agreement has not materially changed.

7. At the time a new employee is hired at Chipotle, they are sent emails that assign them an employee identification number and a unique password that allows them to access Chipotle's Workday on-line system. These login credentials are employee specific such that there is no other individual who should be using those credentials to complete the onboarding process on behalf of another employee. Chipotle's Information Security Policy also prohibits employees from divulging their password to any other individuals.

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8. All new employees are able to access a variety of documents through the Workday system including, mandatory documents and other reference materials. As is relevant here, one such mandatory document employees may access through Workday is Chipotle's Arbitration Agreement. Through Workday, the employee can electronically review a copy of the Arbitration Agreement or they can print and review the Arbitration Agreement in hard copy.

9. Workday sets forth "hotline" numbers that the employee can call if he or she has any questions concerning any aspect of the onboarding process, including the Arbitration Agreement. Similarly, employees are provided with an employee handbook (which the version of handbook varies by the person's role within Chipotle) as part of the onboarding process, and such handbook contains information to be used by the employee to raise any questions he or she may have. All employees are expected to read and are required to electronically sign their name in Workday to acknowledge receipt and understanding of this document.

10. The employee is given the option of accepting the terms of the Arbitration Agreement and continuing with their employment with Chipotle, or declining the Arbitration Agreement and ending their employment with Chipotle. If the employee fails to execute the Arbitration Agreement, whether intentionally or accidentally, the onboarding process will not be completed and that individual cannot commence employment with Chipotle.

11. To accept the terms of the Arbitration Agreement, the employee must mark a box stating "I Agree" and click a "Submit" button. Once the employee clicks "Submit," a "receipt," stating the date and time that the employee accessed and electronically signed the Arbitration Agreement, is created in Workday and maintained as part of that employee's electronic file.

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12. Attached hereto as Exhibit B are “receipts” identifying the date and time that each of the following 118 persons who filed “Consents” to participate in this action executed Chipotle’s Arbitration Agreement:

- a. Ryann Alaimo
- b. Chrystie Almestica
- c. Emil Anderson
- d. Amauris Ariza
- e. Nah-Jay Ashman
- f. Karif Austin
- g. Peyton Barnes
- h. Prayer Barnett
- i. Christopher Bartell
- j. Jessenia Bibian
- k. Michelle Brown
- l. Shawana Brunson
- m. Carolyn Bryant
- n. Deshon Bryant
- o. Eduin Cabrera Diaz
- p. Yemine Calixto
- q. Nicole Caraballo
- r. Mark Carney
- s. Christopher Casiano
- t. Anthony Castillo

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u.	Jason Ceden0
v.	Nylah Coleman
w.	Daniel Collins
x.	Shaquille Corley
y.	Angelique Cross
z.	Genesis Cuevas
aa.	Tariq Cuffy
bb.	Nin DaCosta
cc.	Kevin Davila
dd.	Gregory DeJesus
ee.	Alondra Deleon
ff.	Jacob Delgado
gg.	Aismar Disla
hh.	Hairo Disla
ii.	Daniel Edwards
jj.	Sarah Ellis
kk.	Lenise English
ll.	Kimberly Epstein
mm.	Elyssa Espinal
nn.	Roseangela Espinal
oo.	Nathan Falberg
pp.	Nakia Farmer
qq.	Nia Fecu

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rr.	Isaiah Feliciano
ss.	Robinson Fernandez
tt.	Jose Gomez
uu.	Yaileny Gonzalez
vv.	Troya Green
ww.	Kamille Haynes
xx.	Justin Henderson
yy.	Dontae Hippolite
zz.	Shanya Hopkins
aaa.	Allexus Jones
bbb.	Zakaria Khafagy
ccc.	Devenie King
ddd.	Dequan Knighton
eee.	Ashley Lascano
fff.	Felicia Lawson
ggg.	Donovan Lewis
hhh.	Ramon Liranzo
iii.	Emily Lopez
jjj.	Errol Mack
kkk.	Justin Maharaj
lll.	Kaashif Major
mmm.	Glenn Matos
nnn.	George Mattocks

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ooo.	Kadija Maurice
ppp.	Carolina Medrano
qqq.	Kaylie Miller
rrr.	Ashley Monahan
sss.	Destiny Moore
ttt.	Jason Morales
uuu.	Lilibeth Morillo
vvv.	Tekash Munipersaud
www.	Brandon Muniz
xxx.	Taj Murray
yyy.	Lauren Navarro
zzz.	Nnenna Ndukwe
aaaa.	Kasheem Pack
bbbb.	Rhaiza Padilla
cccc.	Carolyn Paguay-Rodriguez
dddd.	Andrew Pedraza
eeee.	Jonathan Perez
ffff.	Rafael Pina
gggg.	Nathaniel Polite
hhhh.	Kenneth Powell
iiii.	Anthony Price
jjjj.	Deborah Pruitt
kkkk.	Karen Ramirez Nunez

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llll.	Jose Reyes
mmmm.	Brittany Rivera
nnnn.	Jorge Rivera
oooo.	Linette Rodriguez
pppp.	Roberto Rojas
qqqq.	Halina Rose-Green
rrrr.	Aaron Russo Jr.
ssss.	JamiQuan Saenz
tttt.	Umaimah Saleemi
uuuu.	Brandon Santiago
vvvv.	Troy Saunders
wwww.	Marilynn Severino
xxxx.	Campbell Sinnett
yyyy.	Tananya Solomon
zzzz.	Ferlyn Soto
aaaaa.	Juan Soto
bbbbb.	Hunter Staples
ccccc.	Ciara Sze
dddd.	Liduvina Tapia
eeee.	Reynaldo Tavarez
ffff.	Tiffany Thompson
ggggg.	Leslie Valerio
hhhhh.	Edith Ventura

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iiii.	Liana Vulaj
jjjj.	Laron Waters
kkkk.	Rebecca Waxman
llll.	Prejhane Williams
mmmm.	Tanayah Williams
nnnn.	Lakeya Williams-Bathily

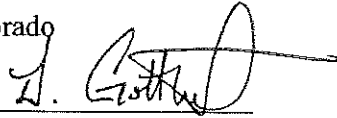
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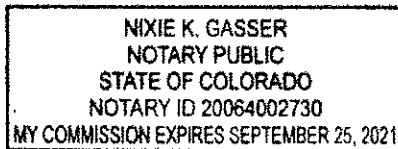
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13. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed on September 15, 2017 at Denver, Colorado



DAVID B. GOTTLIEB



Subscribed and sworn to before me
this 14th day of Sept. 2017

Notary Public 